

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

GLOBAL VIDEO LLC,	§
	§
Plaintiff,	§
v.	§
	§
BLUE BUY YOU, INC. and SCOTT	§ CIVIL ACTION NO. 3:11-CV-644-M
LUMLEY,	§
	§
Defendants.	§
	§
	§
	§

JUDGMENT

Before the Court is Plaintiff's Motion for Default Judgment [Docket Entry #6]. The Motion is **GRANTED** as to Defendant Blue Buy You, Inc. and **DENIED** as to Scott Lumley.

On March 30, 2011, Plaintiff filed its Original Complaint, alleging "Defendants" breached their contract with Plaintiff, but all of the documents attached to the evidence presented to the Court establish a business relationship only between the Plaintiff and Defendant Blue Buy You, Inc. The mere allegation that Scott Lumley owns Blue Buy You, Inc., a Tennessee Corporation, is insufficient to establish liability against him. Plaintiff will advise the Court within 14 days of the date of this Judgment whether it will continue to pursue a judgment against Scott Lumley. If not, the Court will close the case.

On April 12, 2011, service was made on Defendant Blue Buy You, Inc., but it has not answered or otherwise responded to Plaintiff's Complaint. On September 26, 2011, Plaintiff moved for default judgment pursuant to Federal Rule of Civil Procedure 55 and the clerk entered a default on September 27, 2011.

Where, as here, a default has been entered pursuant to Federal Rule of Civil Procedure 55(a), the factual allegations of the Complaint are taken as true. Plaintiff bought electronics from Defendant Blue Buy You, Inc. for \$119,776.00, but did not receive the products it ordered and for which it paid.

For these reasons, Plaintiff's Motion for Default Judgment is **GRANTED** as to Defendant Blue Buy You, Inc.

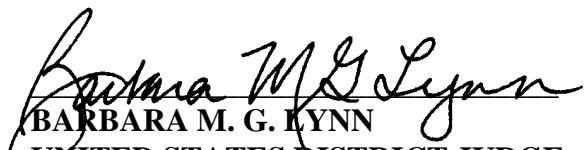
It is therefore **ORDERED, ADJUDGED AND DECREED** that:

- (1) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. the principal sum of ONE HUNDRED AND NINETEEN THOUSAND, SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$119,776.00) for its breach of contract.
- (2) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. Plaintiff's attorney's fees, in the amount of TEN THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$10,750.00), which the Court finds to be reasonable and necessary, and taxable court costs.
- (3) Plaintiff have and recover of and from Defendant Blue Buy You, Inc. interest on the principal amount to date in the sum of TWO THOUSAND, NINE HUNDRED NINETY-FOUR DOLLARS and FORTY CENTS (\$2994.40).
- (4) All sums awarded above shall bear post-judgment interest at the rate of .12% per annum until paid.

All relief not expressly granted herein is denied.

SO ORDERED.

December 1, 2011.



Barbara M. G. Lynn
BARBARA M. G. LYNN
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS